

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re : Chapter 11 Case No.  
LEHMAN BROTHERS HOLDINGS INC., *et al.* : 08-13555 (JMP)  
Debtors. : (Jointly Administered)  
: :  
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**DECLARATION OF LINDSEE P. GRANFIELD**

Pursuant to 28 U.S.C. § 1746, Lindsee P. Granfield declares as follows:

1. I am an attorney admitted to practice before this Court and am a partner at Cleary Gottlieb Steen & Hamilton LLP, counsel for Barclays Capital Inc. ("Barclays"). I make this Declaration in support of Barclays' Motion For Relief Concerning an American Express Contract Erroneously Posted With The Closing Date Contracts.

2. On September 18, 2008, Barclays posted to <http://chapter11.epiqsystems.com/lehman> (the "Website") lists of Closing Date Contracts, as defined in Paragraph 12(b) of this Court's Order (I) Approving the Break-Up Fee and Expense Reimbursement, (II) Certain Matters Relating to Competing Bids, if Any, (III) Approving the Form and Manner of Sale Notices And (IV) Setting The Sale Hearing Date in Connection with The Sale of Certain of The Debtors' Assets, dated September 17, 2008.

3. On September 19, 2008, this Court approved the sale of certain assets to Barclays by this Court's (i) Order Under 11 U.S.C. §§ 105(a), 363, And 365 And Federal Rules of Bankruptcy Procedure 2002, 6004 And 6006 Authorizing And Approving (A) The Sale of Purchased Assets Free And Clear of Liens And Other Interests And (B) Assumption and Assignment of Executory Contracts and Unexpired Leases, dated September 19, 2008 (D.I. 258)

4. A contract identified as "American Express Travel Related" (the "American Express Contract") was included on the non-IT list of Closing Date Contracts posted to the Website.

5. On September 22, 2008, Eugene Chikowski sent a letter to Harvey R. Miller at Weil Gotshal & Manges LLP as counsel to Lehman Brothers Holdings, Inc. ("LBHI"). Mr. Chikowski stated in this letter that American Express consented to the assumption and assignment of the contract between American Express and LBHI designated on the non-IT list of Closing Date Contracts with a cure amount of \$18,000,000.00 to Barclays, provided that American Express is paid the entire proposed cure amount of \$18,000,000 as soon as is reasonably practicable upon receipt of the letter. A true and correct copy of this letter is attached hereto as Exhibit A.

6. I responded to Mr. Chikowski's letter on behalf of Barclays. On September 23, 2008, I spoke via telephone with Mr. Chikowski and informed him that the listing of the American Express Contract with the cure amount of \$18 million was a mistake. I further informed him that Barclays was engaged in the process of trying to understand this contract and that there would have to be further discussions.

7. On September 26, 2006, Mr. Chikowski sent another letter on behalf of American Express purporting to consent to the assumption, assignment and cure amount of the American Express Contract. On this same day, Mr. Chikowski also sent a form "Consent to Cure Amount in Connection with Assumption and Assignment of Contracts" in respect of the American Express Contract. A true and correct copy of the letter is attached hereto as Exhibit B, and a true and correct copy of the transmitted form is attached hereto as Exhibit C.

8. In response to the September 26, 2008 communications received from Mr. Chikowski, I sent an e-mail to Mr. Chikowski on September 29, 2008 in which I stated:

Gene: I am sorry to bother you but I am concerned that you and Amex did not understand what I told you the business day after you sent your original letter to Harvey Miller re Amex's contract. As I told you then, listing the Amex contract with the cure amount of \$18 million was a mistake. Therefore, Barclays cannot accept a cure form notice from Amex that tries to accept the amount that I told you prior to such attempted acceptance was a mistake.

Attached as Exhibit D is a true and correct copy of this e-mail.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 14th day of October, 2008.

s/ Lindsee P. Granfield

Lindsee P. Granfield